

<u>Contractor's Insurance</u> <u>Requirements</u>

The following requirements shall not be construed to limit the liability of the Contractor or It's insurer(s). The City does not represent that the specified coverages or limits of insurance are sufficient to protect the Contractor's interests or liabilities. Required coverages are to be maintained without interruption from the date of the commencement of the work until date of final payment and termination of any coverage required to be maintained after final payment. Questions regarding these requirements should be directed to Nancy Schuessler, Risk Management Specialist at (785) 309-5705.

Commercial General Liability Insurance

The *Contractor* shall provide public liability insurance coverage in an amount no less than \$500,000 covering the liability of the *Contractor* and any and all consultants, agents, independent contractors, etc. which are employed or retained by the *Contractor*, on an occurrence basis. The insurer must be acceptable to the City of Salina. Upon review of each project, the Risk Management Department may require higher or lower coverage limits.

In lieu of the above coverage, the *Contractor* may provide coverage for his own firm in the above amount or an additional amount and submit proof all his consultants, agents and independent contractors have insurance deemed adequate by the City of Salina.

Automobile Liability

The *Contractor* shall provide coverage protecting the *contractor* against claims for bodily injury and/or property damage arising out of the ownership or use of any owned, hired and/or non-owned vehicle. Required minimum limits: \$500,000 each accident, combined single limits, bodily injury and property damage.

Worker's Compensation

Before beginning work, the *Contractor* shall furnish to the City satisfactory proof that he has taken out, for the period covered by the work under this contract, full workers' compensation coverage as required by state law for all persons who he may employ directly, or through subcontractors, in carrying out the work contemplated under this contract, and shall hold the City free and harmless for all personal injuries of all persons who the contractor may employ directly or through subcontractors.

Certificate(s) of Insurance

Certificate(s) of Insurance acceptable to the City shall be filed with the City at the time the contract between the City and the *Contractor* is executed. These certificates shall contain a provision that coverage afforded under the policies will not be cancelled or substantially changed until at least thirty (30) days prior written notice has been given to the City and acknowledged. Note: if the Contractor is subject to worker's compensation law a certificate shall be provided.

Notice of Claim

The *Contractor*, upon receipt of notice of any claim in excess of \$1,000 in connection with this contract shall promptly notify the Risk Management Department, (785) 309-5705, providing full details thereof, including an estimate of the amount of loss or liability.

Indemnification Clause

The *Contractor* agrees to indemnify and save harmless the *City*, its officials, agents, servants, officers, directors and employees from and against all claims, expenses, demands, judgements and causes of action for personal injury or death or damage to property where, and to the extent that, such claims, expenses, demands judgement or causes or action arise from the *Contractor's* negligent acts.